

EXHIBIT J

From: Alexander, Andrew <AAlexander@Calfee.com>
Sent: Tuesday, November 12, 2019 2:59 PM
To: Ilardi, Chris T. <chris.ilardi@kirkland.com>
Cc: Cendali, Dale M. <dale.cendali@kirkland.com>; dmovius@mcdonaldhopkins.com; McMullen, Dan <dmcmullen@calfee.com>
Subject: [EXT] RE: Hayden v. Take-Two--Discovery Dispute Agreement

See the edits in red that we agreed to in person.

Andrew W. Alexander

Attorney at Law

aalexander@calfee.com

216.622.8634 **Phone**

From: Ilardi, Chris T. <chris.ilardi@kirkland.com>
Sent: Tuesday, November 12, 2019 2:53 PM
To: Alexander, Andrew <AAlexander@Calfee.com>
Cc: Cendali, Dale M. <dale.cendali@kirkland.com>; dmovius@mcdonaldhopkins.com; McMullen, Dan <dmcmullen@calfee.com>
Subject: RE: Hayden v. Take-Two--Discovery Dispute Agreement

Hi Andy,

How about this as a compromise?

Thank you,
Chris

Chris Ilardi

KIRKLAND & ELLIS LLP

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From: Alexander, Andrew <AAlexander@Calfee.com>
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[<dmcullen@calfee.com>](mailto:dmcullen@calfee.com)

Subject: [EXT] RE: Hayden v. Take-Two--Discovery Dispute Agreement

Chris,

Here are our suggested revisions, noted below. We're walking over to discuss.

Regards,

Andy

Andrew W. Alexander

Attorney at Law

aalexander@calfee.com

216.622.8634 **Phone**

From: Ilardi, Chris T. [<chris.ilardi@kirkland.com>](mailto:chris.ilardi@kirkland.com)

Sent: Tuesday, November 12, 2019 2:23 PM

To: Alexander, Andrew [<AAlexander@Calfee.com>](mailto:AAlexander@Calfee.com)

Cc: Cendali, Dale M. [<dale.cendali@kirkland.com>](mailto:dale.cendali@kirkland.com); dmovius@mcdonaldhopkins.com; McMullen, Dan [<dmcullen@calfee.com>](mailto:dmcullen@calfee.com)

Subject: RE: Hayden v. Take-Two--Discovery Dispute Agreement

Andy,

We agree with the sentence you proposed adding to the draft docket entry

Here are our changes to the bulleted points:

- The fact discovery deadline is extended to January 31, 2020 to allow reasonable follow up with regard to currently pending discovery or based on new information that comes to light. Pursuant to this agreement, Plaintiff may also subpoena third party Original Force. ~~Plaintiff may~~ and depose the individuals and parties identified in Take-Two's November 11 supplemental interrogatory responses and document production and any further individuals Take-Two identifies in response to Interrogatory No. 8 (including the individuals Defendants have agreed to identify if reasonably possible--namely, personnel who send, request, or receive scans for the players at issue from third party Pixelgun and personnel who send scans or request or receive texture files for the players at issue from third party Original Force). Plaintiff will endeavor (but does not guarantee) to depose Jeff Thomas before depositing individuals Take-Two identified in response to Interrogatory No. 8.
- Defendants agree to not ~~pursue~~ challenge Plaintiff's objections to Take-Two's Request for Admission No. 241, and will instead rely on his deposition testimony.
- Defendants have represented that they have no copyright or clearance policies responsive to Request for Production No. 12.
- With regard to Plaintiff's Request for Production No. 7, Defendants agree to produce the "Getty license," the "font software license," and will look for and produce any other agreements covering any artwork incorporated into the accused games or images of shoes worn by players in the accused games. Plaintiff will endeavor to produce by and including November 26.
- Plaintiff has agreed not to require production of music licenses related to the games.

Please let us know if this is acceptable.

Thank you,
Chris

Chris Ilardi

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From: Alexander, Andrew <AAlexander@Calfree.com>

Sent: Tuesday, November 12, 2019 1:40 PM

To: Ilardi, Chris T. <chris.ilardi@kirkland.com>

Cc: Cendali, Dale M. <dale.cendali@kirkland.com>; dmovius@mcdonaldhopkins.com; McMullen, Dan <dmcullen@calfree.com>

Subject: [EXT] Hayden v. Take-Two--Discovery Dispute Agreement

Chris,

In light of today's meet and confer between the parties on the issues raised in the October 31 Joint Letter to the Court, the parties to have agreed to the following:

- The fact discovery deadline is extended to January 31, 2020 to allow additional discovery requests and depositions concerning the individuals and parties identified in Take-Two's November 11 supplemental interrogatory responses and document production and any further individuals Take-Two identifies in response to Interrogatory No. 8 (including the individuals Defendants have agreed to identify--i.e., personnel who send, request, or receive scans and/or texture files for the players at issue from third parties), as well as additional discovery related to currently pending discovery or based on new information that comes to light pursuant to the foregoing.
- Plaintiff will endeavor (but does not guarantee) to depose Jeff Thomas before deposing individuals Take-Two identified in response to Interrogatory No. 8.
- Defendants hereby accept Plaintiff's objections to Take-Two's Request for Admission No. 241.
- Defendants have represented that no documents exist in response to Request for Production No. 12 and that Defendants have no IP clearance policies or other policies regarding licensing of third-party copyright material for the accused games.
- With regard to Plaintiff's Request for Production No. 7, Defendants agree to produce the "Getty license," the "font software license," and will look for and produce any other agreements covering any artwork incorporated into the accused games or images of shoes worn by players in the accused games.
- Plaintiff has agreed not to require production of music-only licenses related to the games.
- Defendants agree to reproduce unredacted copies of its licenses with NBA Properties and NBA Players Association.

Additionally, we propose the following sentence be added at the end of the draft docket entry proposed by the law clerk: "Fact discovery is extended to January 31, 2020, subject to certain constraints agreed upon by the parties."

Please let us know if the foregoing is acceptable to Defendants. Thank you.

Andy

Andrew W. Alexander

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